

Access Agreement

THIS AGREEMENT is made this ____ day of _____, 200__ between _____ (hereinafter, "Owner"), and City of San Diego, Environmental Services Department, Energy Conservation and Management and Development Services Department, the California Public Utilities' third party contractor (hereinafter "Implementer") of Whole House Energy Retrofit Incentive Program, (hereinafter individually and collectively the "Parties"). This Agreement covers Owner's property located at: _____ (hereinafter "Premises"). If the Premises are under lease, the Owner's tenant shall execute this Agreement and shall assume the rights and obligations of the Owner hereunder.

WHEREAS each Party is interested in participating in an energy efficiency project (hereinafter "Project") under the Program, which includes installation of measures detailed on the program application to be conducted by the Owner, its contractors or subcontractors at the Premises.

WHEREAS Implementer shall obtain any necessary permissions for accessing the Premises for the Project which includes inspection of successfully installed measures as well as future monitoring of the Project. This includes viewing past, present, and future energy bills for evaluation purposes of the project.

Implementer's employees and contractors may enter the Premises for the Project purposes set forth above.

NOW THEREFORE the Parties agree as follows:

1.0 Implementer agrees:

- 1.1 To comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, ("Laws and Regulations"), which apply to Project, including licenses or fees, if any. Neither the Implementers, California Public Utilities Commission (CPUC), nor San Diego Gas & Electric (SDG&E) shall be responsible for costs or corrections of conditions already existing in the Premises which fail to comply with applicable Laws and Regulations.

2.0 OWNER agrees:

- 2.1 To waive all claims against the CPUC, Implementer, and/or SDG&E ("IOU") arising from the Project.
- 2.2 Not to use the names or identifying characteristics of the Implementer and/or SDG&E, or the contractors or either of them for any advertising, sales promotion, or other publicity of any kind.

3.0 ALL PARTIES agree:

- 3.1 Owner understands that: The IOU and CPUC do not (i) make any warranty or representation of any kind regarding the Project, the benefits to be derived from the Project, or the merchantability of fitness of any particular purpose of the Project; (ii) become a party to any contract between Implementer and Owner.
- 3.2 If requested by Owner, and as determined by Implementer or the CPUC, the Implementer or the CPUC may provide Owner with information regarding this Project. The CPUC shall have all ownership rights, including exclusive copyright ownership, in all data, reports, research results, summaries, information, manuals, computer programs or other written, recorded, photographic or visual materials, (hereinafter, "Information") produced and collected during the term of this Agreement, and the unrestricted right of use and reproduction of any such Information. Owner shall not publish or otherwise distribute any information obtained hereunder without the written consent of the CPUC.
- 3.3 The term of this Agreement shall not exceed 36 month(s). However, Owner shall have the right to terminate this Agreement at any time.
- 3.4 This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules, which may direct the application of laws of another jurisdiction.

AGREED AND ACCEPTED:

OWNER

By: _____ Title: _____ Date: _____

IMPLEMENTER

By: _____ Title: _____ Date: _____

TENANT (If Applicable)

By: _____ Title: _____ Date: _____